

**Sure GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

**SUPPLEMENTAL
AGREEMENT
No. 3**

DATE

4/25/11

TO LEASE NO GS-09B-01846

ADDRESS OF PREMISES: 2715 S. Woodlands Village Blvd., Flagstaff, AZ 86001-2804

THIS AGREEMENT, made and entered into this date by and between **SBC ARCHWAY X, LLC**

whose address is: 6161 South Syracuse Way, Suite 330, Greenwood Village, CO 80111

hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to establish Beneficial Occupancy and correct the Commission and Commission Credit Paragraph.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

Paragraphs 9 and 26 are deleted in their entirety and replaced as follows:

9. **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning April 21, 2011 through April 20, 2026 in accordance with the Paragraph entitled "Acceptance of Space" herein, subject to termination rights as may be hereinafter set forth.

26. Commission and Commission Credit:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 10 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Fourth Month's Rental Payment \$25,799.77 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent

Fifth Month's Rental Payment \$25,799.77 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

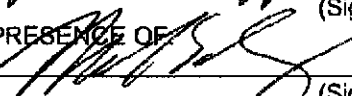
LESSOR: SBC ARCHWAY X, LLC

BY


(Signature)

VAN E. RAPP, Managing Member
(Print Name and Official title)


IN PRESENCE OF


(Signature)

MARK E. AFTAMP, Managing Member
(Print Name and Official title)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service

BY


(Signature)

Contracting Officer
(Official title)